

## SECTION B - SERVICES AND PRICES

### NORTH DIVIDE FENCING PROJECT 2016 HELENA RANGER DISTRICT, HELENA NATIONAL FOREST LEWIS & CLARK COUNTY, MONTANA

#### SCHEDULE OF ITEMS

#### BASE ITEMS

Pay Item Number	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LSQ	LS	All	XXX	\$_____
<b>Fence Sections</b>						
2	Fence Construction with 36" Walkthrough Gaps Section A, B, C	AQ	LF	120	\$_____	\$_____
3	Fence Construction with 36" Walkthrough Gaps Section D	AQ	LF	3,600	\$_____	\$_____
4	Fence Construction Section E	AQ	LF	685	\$_____	\$_____
5	Fence Construction Section F	AQ	LF	1050	\$_____	\$_____
6	Fence Construction Section G	AQ	LF	520	\$_____	\$_____
					<b>Total</b>	<b>\$_____</b>

Vendors shall quote on all items. Please do not round up or down.

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

There is no formal site visit scheduled for this project. Interested vendors who are in need of site information can contact Kyle Whelan at the Helena Ranger District, Helena National Forest, in Helena, Montana at (406) 495-3723. Vendor shall have a DUNS number and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) prior to award.

The Forest Service has transitioned to an electronic invoice system called Invoice Processing Platform (IPP). Vendors are required to set-up an account at [www.ipp.gov](http://www.ipp.gov) in order to submit invoices.

Quoters refer to L-1 (page 24 of 39) of this solicitation to understand what documents need to be returned with quotation.

Price Quotation furnished by:

Name: _____	Phone: _____
Address: _____	Cell: _____
_____	FAX: _____
E-Mail: _____	DUNS # _____

## **C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C-1 GENERAL**

- 1.01 **Intent of Contract** - The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.
- 1.02 **Description of Work** – The work shall consist of the construction of a new treated wood post and rail fence and all related appurtenances.

#### **Work covered under each Pay Item in the Schedule of Items includes:**

##### **Pay Item No. 1 – Mobilization:**

The work shall consist of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site.

##### **Pay Item No. 2 – Fence Construction Section A, B and C:**

The work shall consist of the construction of post and rail wooden fence. Each section is approximately 40 feet in length with one 36 inch walkthrough gap in the center. The locations will be identified by the COR. Expected to be cleared approximately 20 feet of brush and mixed conifer at fence section A.

##### **Pay Item No. 3 – Fence Construction Section D:**

The work shall consist of the construction of approximately 3600 feet of post and rail wooden fence. There will be two walkthrough gaps on the northern section along FS route No. 622. One walkthrough gap and one 12 foot gap near the junction of FS Route No. 622 and Trail No. 337. Each gap will be identified by the COR. Expected to be cleared approximately 300 feet of brush and mixed conifer.

##### **Pay Item No. 4 – Fence Construction Section E:**

The work shall consist of the construction of approximately 685 feet post and rail wooden fence. There will be one 12 foot gap. The location will be near the junction of FS Route No. 1855 and 1855-A5 and will be identified by the COR. No clearing of brush or conifers anticipated.

##### **Pay Item No. 5 – Fence Construction Section F:**

The work shall consist of the construction of approximately 520 feet of post and rail wooden fence. No clearing of brush or conifers anticipated.

##### **Pay Item No. 6– Fence Construction Section G:**

The work shall consist of the construction of approximately 1050 feet of post and rail wooden fence. No clearing of brush or conifers anticipated.

- 1.03 **Project Location.** The project is located on the Helena Ranger District, Helena National Forest, in Lewis and Clark County, Montana. The North Divide fence project area is approximately 25 miles Northwest of Helena, Montana, and is located within Sections 14, 27, and 34, T11N R06W and in section 3, T10N, R06W. The general elevation of the projects is approximately 6000 feet.

- 1.04 **Price Range.** \$15,000-\$25,000
- 1.05 **Pre-Bid Tour.** A pre-bid tour will not be held. Contact Kyle Whelan at the Helena Ranger District, Helena National Forest, in Helena, Montana at (406) 495-3723 concerning project location and site conditions. Contact Roy Barkley, COR, at the Helena Supervisors Office, Helena National Forest (406) 495-3914 for any contract information.
- 1.06 **Pre-Bid Conference.** A pre-bid conference will not be held.
- 1.07 **Start Work.** It is estimated that the work will begin on July 1, 2016.
- 1.08 **Performance Period.** Contract time shall be 45 calendar days
- 1.09 **Work Schedule.** The Contractor shall supply a work schedule before starting the project. The Contractor shall notify to Contracting Officer a minimum of 48 hours in advance of changes in the work schedule.
- 1.10 **Use of Roads by the Contractor.** The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in Road Order(s) or described in the contract, when such use will not damage the roads or National Forest System resources, and when traffic can be accommodated safely
- 1.11 **Off-road permits.** Portions of the project area may be inaccessible to highway vehicles but may be accessible via off-highway vehicles. The Contractor is encouraged to review site conditions prior to submitting bids.
- 1.12 **Camping** – Camping will be permitted in the contract area during the contract performance period with written permission from the Contracting Officer and District Ranger.
- 1.13 **Cleanup and Disposal** – The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, camp refuse, etc. resulting from the Contractor's operations shall be removed promptly from the site and disposed of in a lawful manner. The Contractor shall pay for fees for the use of landfills or transfer stations if there is a charge.
- 1.14 **Security and Protection** - The Contractor shall be responsible for protecting all equipment and supplies for use on the project and stored on the site. The Contractor shall be responsible for all costs required to provide such protection.

## **C2 – PRODUCTS**

### **2.01 Post and Rail Fence**

- A. Posts – UC4B treated wood 6"x6'6" pointed driver posts
- B. Rails – UC4B treated wood 12 ½' x 3 ½" - 4" poles
- C. Rink shank nails - 7 inch minimum length unless otherwise approved

### **C3 - EXECUTION**

- 3.01 **Delivery and Storage** - Deliver, store, and handle material and other manufactured items so that they will not be damaged or deformed.
- 3.02 **Underground Utilities** – The Contractor is responsible for the location of all utilities prior to ground disturbance. Damaged utilities shall be repaired at the Contractor's expense.

The Contractor shall contact Montana One Call prior to any ground disturbance.

#### **3.03 Clearing**

The fences are located in open grass/brush vegetation and limited intermixed conifer stands.

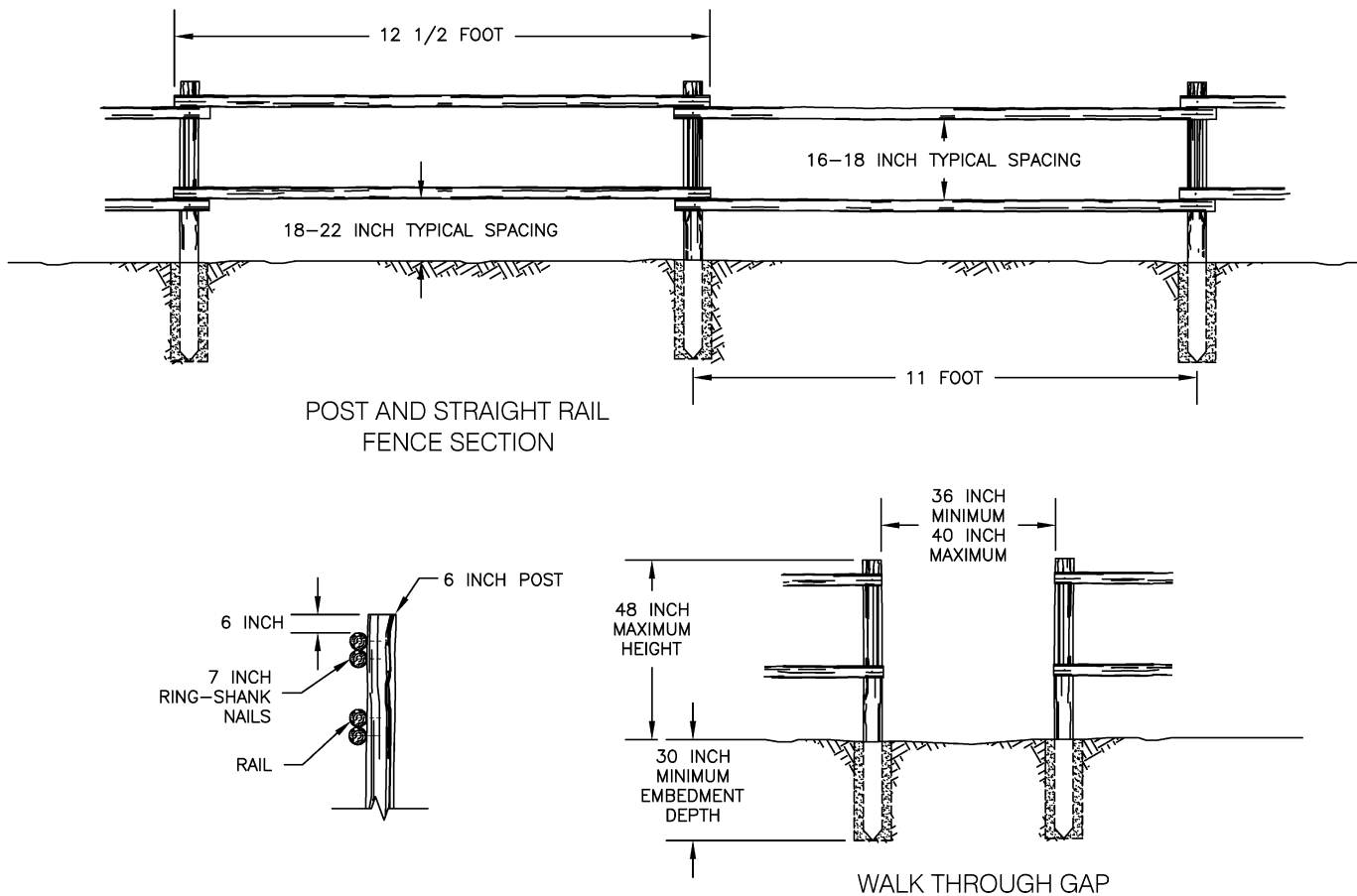
Four (4) feet on each side of the fence, eight (8) foot total, shall be cleared of trees and downfall.

- A. All trees less than 9-inch diameter breast height (dbh) within the clearing limits shall be felled. All dead trees should be removed within the clearing limits. Logs shall be cut into lengths less than 8-feet. Logs and slash shall be scattered outside the clearing limits.
- B. No trees larger than 9-inch dbh are estimated to be cleared.

#### **3.04 Installation:**

- A. **Staking** – The fence alignments have been staked or flagged for proximity reference only by the Government. The Contractor shall survey the fence line as necessary to ensure the fence is installed in a straight line between posts and braces. The final fence alignment must be within 5 feet on either side of the Government's staked or flagged alignment. All staking and/or flagging shall be removed and disposed of by the Contractor prior to final acceptance.
- B. **Driver post and rail fence** – fence constructions shall be as indicated in exhibit A.

Exhibit A  
 (Rail Fence and Walkthrough Gate)



- C. **Walkthrough gap** – walkthrough gaps shall be no less than 36 inches wide and no more than 40 inches wide (see exhibit A).

**C4 – MEASUREMENT AND PAYMENT**

4.01 **Scope of Payment.** Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule.

- A. Direct payment. Payment is provided directly under a pay item shown in the bid schedule.
- B. Indirect payment. Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items shown in the bid schedule.

Compensation provided by the pay items included in the contract bid schedule is full payment for performing all contract work in a complete and acceptable manner. All risk, loss, damage, or expense arising out of the nature of prosecution of the work is included in the compensation provided by the contract.

Work measured and paid for under one pay item will not be paid for under any other pay item.

The quantities shown in the bid schedule are approximate unless designated as a contract quantity. Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

4.02 **Unit of Measurements:** Payment will be by units defined and determined according to measure. Unless otherwise specified, the meanings of the following terms are as follows:

- A. **Linear Foot (LF)** – As applicable, measure the work along its length from end-to-end; parallel to the base or foundation; along the front face; or along the invert. Do not measure overlaps.
- B.  **Mile** – 5280 linear feet. Measure along slope line of each fence.
- C. **Lump Sum (LS)** – Do not measure directly. The quantity is designated as “All”.
- D. **Each** – One entire unit. The quantity is the actual number of units completed and accepted.
- E. **Acre** – an area of land measuring 43,560 square feet.

4.03 **Methods of Measurement:** One of the following Methods of Measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:

- A. **Contract Quantities (CQ) AND Design Quantities (DQ)** - These quantities denote the final number of units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units SHOWN in the SCHEDULE OF ITEMS may be authorized under any of the following conditions:
  - a) As a result of changes in the work authorized by the Contracting Officer.
  - b) As a result of the Contracting Officer determining that errors exist in the original design data used to determine designed quantities that cause a pay item to change by more than 15 percent.
  - c) As a result of the Contractor submitting to the Contracting Officer a written request showing evidence of errors in the original design data used to determine design quantities that cause a pay item total to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.
- B. **Actual Quantities (AQ)** - These quantities are determined from measurements of completed work.
- C. **Lump Sum Quantities (LSQ)** - These quantities denote one complete unit of work as required by or

described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.

- 4.03 **Mobilization.** This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site.

The mobilization lump sum will be paid as follows:

- A. When 5 percent of the original contract amount is earned from other bid items, 50 percent of the mobilization item, or 5 percent of the original contract amount, whichever is less, will be paid.
- B. When 10 percent of the original contract amount is earned from other bid items, 100 percent of the mobilization item, or 10 percent of the original contract amount, whichever is less, will be paid.
- C. Any portion of the mobilization item in excess of 10 percent of the original contract amount will be paid after final acceptance.



## **D - PACKAGING AND MARKING**

{For this solicitation there are NO Clauses.}

## **E - INSPECTION AND ACCEPTANCE**

**52.246-1 Contractor Inspection Requirements. (APR 1984)**

**52.246-12 Inspection of Construction. (APR 1996)**

## **F - DELIVERIES OR PERFORMANCE**

**52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to

- (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **August 15, 2016**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

**52.242-14 Suspension of Work. (APR 1984)**

## **G - CONTRACT ADMINISTRATION DATA**

**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled after the date of contract award. The conference will be held at a date and time to be determined later.

(End of Clause)

## **H - SPECIAL CONTRACT REQUIREMENTS**

### **H-1 SAFETY PLAN**

- (a) Will be required and submitted for approval to the CO prior to commencement of work.

### **H-2 CAMPING**

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

- (c) Contractor is to bring a proposed campsite location to the prework for review and approval and prior to camping.
- (d) In bear country there has been a special order on food storage and camping issued. Refer to section H-3 below for Food Storage requirements.
- (e) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

### **H-3 FOOD STORAGE ORDER**

- (a) Within bear country there has been a special order on food storage and camping issued. It states that all food, beverages, and scented or flavored toiletries must be stored unavailable to bears at night and when unattended during the day. Attractants include canned food, pop, beer, garbage, grease, processed livestock or pet food, toothpaste, and chapstick. They must be hung at least 10-feet off the ground and 4-feet from any vertical support, or stored inside a bear resistant container or vehicle. Cars, pick-up cabs, enclosed horse trailers, hard sided campers or camper shells are all considered bear resistant. Food should be stored out of sight in vehicles. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.

### **H-4 EMERGENCY RESPONSE**

#### **452.236-77 Emergency Response. (NOV 1996)**

- (a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.
- (b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.
- (c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire-fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

(End of clause)

### **H-5 SECURITY AND PROTECTION**

- (a) Security and Protection – Security is the Contractor's responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall

conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

(b) Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

(c) Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

## **H-6 USE OF PREMISES.**

### **452.236-72 Use of Premises. (NOV 1996)**

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of clause)

## **I - CONTRACT CLAUSES**

### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

### **52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

### **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)**

### **52.204-13 System for Award Management Maintenance. (JUL 2013)**

### **52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)**

### **52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)**

### **52.211-18 Variation in Estimated Quantity. (APR 1984)**

### **52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

### **52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)**

52.222-3 Convict Labor. (JUN 2003)  
52.222-6 Construction Wage Rate Requirements. (MAY 2014)  
52.222-7 Withholding of Funds. (MAY 2014)  
52.222-8 Payrolls and Basic Records. (MAY 2014)  
52.222-9 Apprentices and Trainees. (JUL 2005)  
52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)  
52.222-11 Subcontracts (Labor Standards). (MAY 2014)  
52.222-12 Contract Termination - Debarment. (MAY 2014)  
52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)  
52.222-14 Disputes Concerning Labor Standards. (FEB 1988)  
52.222-15 Certification of Eligibility. (MAY 2014)  
52.222-21 Prohibition of Segregated Facilities. (APR 2015)  
52.222-26 Equal Opportunity. (APR 2015)  
52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)  
52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)  
52.222-50 Combating Trafficking in Persons. (MAR 2015)  
52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2015)  
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)  
52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)  
52.223-6 Drug-Free Workplace. (MAY 2001)  
52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)  
52.228-2 Additional Bond Security. (OCT 1997)  
52.228-11 Pledges of Assets. (JAN 2012)  
52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)  
52.228-14 Irrevocable Letter of Credit. (NOV 2014)  
52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)  
52.232-23 Assignment of Claims. (MAY 2014)  
52.232-27 Prompt payment for construction contracts. (MAY 2014)  
52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)  
52.233-1 Disputes. (MAY 2014)  
52.233-3 Protest after Award. (AUG 1996)  
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)  
52.236-2 Differing Site Conditions. (APR 1984)  
52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)  
52.236-5 Material and Workmanship. (APR 1984)  
52.236-6 Superintendence by the Contractor. (APR 1984)  
52.236-7 Permits and Responsibilities. (NOV 1991)  
52.236-8 Other Contracts. (APR 1984)  
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)  
52.236-10 Operations and Storage Areas. (APR 1984)  
52.236-11 Use and Possession Prior to Completion. (APR 1984)  
52.236-12 Cleaning Up. (APR 1984)  
52.236-13 Accident Prevention. (NOV 1991)  
52.236-16 Quantity Surveys. (APR 1984)  
52.236-17 Layout of Work. (APR 1984)  
52.236-21 Specifications and Drawings for Construction. (FEB 1997)  
52.236-26 Preconstruction Conference. (FEB 1995)  
52.242-14 Suspension of Work. (APR 1984)

**52.243-4 Changes. (JUN 2007)**

**52.243-5 Changes and Changed Conditions. (APR 1984)**

**52.244-6 Subcontracts for Commercial Items. (FEB 2016)**

**52.245-1 Government Property. (APR 2012)**

**52.246-21 Warranty of Construction. (MAR 1994)**

**52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). *Alternative I* (APR 1984)**

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**52.253-1 Computer Generated Forms. (JAN 1991)**

**452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)**

**452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)**

**452.236-72 Use of Premises. (NOV 1996)**

**452.236-73 Archaeological or Historic Sites. (FEB 1988)**

**452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)**

**52.225-9 Buy American - Construction Materials. (MAY 2014)**

(a) *Definitions.* As used in this clause-

*Commercially available off-the-shelf (COTS) item-* (1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material* means-

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if-
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

*Foreign construction material* means a construction material other than a domestic construction material.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Price Comparison**

Construction material description measure	Unit of	Quantity (dollars)*	Price
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____

Domestic construction material \_\_\_\_\_

*\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*

*Include other applicable supporting information.*

(End of clause)

### **52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

### **J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J-1:** Davis-Bacon Act, Wage Determination, Gen. Dec. MT160080, dated 01/08/2016, MT80

**J-2:** Experience Questionnaire

**J-3:** Vicinity Map (separate attachment)



## **K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

### **52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of provision)

### **52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

### **52.209-2 Prohibitions on Contracting with Inverted Domestic Corporations – Representations (NOV 2015)**

### **52.223-1 Biobased Product Certification. (MAY 2012)**

### **52.204-8 Annual Representations and Certifications. (FEB 2016)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **\$15.0 million (receipts in a three-year period)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xviii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xx) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☐ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

☐ (vi) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**52.219-1 Small Business Representation Program (OCT 2014)**

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is \$15.0 million (receipts in a three-year period).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
- (i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

**452.219-70 Size Standard and NAICS Code Information. (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

- NAICS Code **238990**
- Size Standard **\$15.0 million (receipts in a three-year period)**

(End of provision)

**L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L-1 QUOTE SUBMITTAL**

Contractors wishing to submit a quote must include the following:

- SF-18, Request for Quotation
- Completed Schedule of Items (pages 1-3 of 33)
- Completed Section K (pages 17-24 of 39)
- Completed Experience Questionnaire (J-2)
- Acknowledgment of forthcoming amendments, if applicable.

Quotations can be electronically mailed to: [dbangart@fs.fed.us](mailto:dbangart@fs.fed.us)  
OR

Mailed to: Physical – 10 E Babcock, Bozeman, MT 59715  
Mailing – P.O. Box 130, Bozeman, MT 59771

**52.204-7 System for Award Management. (JUL 2013)**

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a firm fixed priced contract resulting from this solicitation.

(End of provision)

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)**

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.



(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade

**4.1%**

Goals for Female Participation for Each Trade

**6.9% Nationwide**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Lewis & Clark County, Montana**.

(End of provision)

**52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**452.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this

requirement prior to contract award.

(End of provision)

## **M - EVALUATION FACTORS FOR AWARD**

### **Award Determination**

Award will be made to the respondent whose quote represents the best value to the government. Factors to be considered in determining the best value include such matters as price, experience and past performance.

### **Evaluation Factors**

Experience and Past Performance, when combined are of equal importance to Price; however, the importance of Price may become greater as the differences in Experience and Past Performance decrease. Where Experience and Past Performance in fence construction are determined to be substantially equal, price may control the award.

## J-1: Wage Determination

General Decision Number: MT160080 01/08/2016 MT80

Superseded General Decision Number: MT20150080

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUMT2014-001 02/19/2014

	Rates	Fringes
CARPENTER		
Carpenter/Piledriverman.....	\$ 25.21	10.82
Millwright.....	\$ 27.78	10.82
Zone 1: 0 to 25 miles - Free		
Zone 2: 25 to 50 miles - Base Pay +\$3.00		
Zone 3: Over 50 miles - Base Pay +\$4.80		

The Carpenter zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job:

Billings, Bozeman, Butte, Great Falls, Helena, Missoula, Kalispell

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

CEMENT MASON/CONCRETE FINISHER...\$ 23.87	9.80
Zone 1: 0 to 25 miles - Free	
Zone 2: 25 to 50 miles - Base + \$2.50	
Zone 3: Over 50 miles -Base + \$3.00	

The Cement Mason/Concrete Finisher zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job:

Billings, Bozeman, Butte, Great Falls, Helena, Missoula, Kalispell

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

ELECTRICIAN (LINE CONSTRUCTION)	
Equipment Operator.....\$ 30.12	12.71
Groundman.....\$ 24.30	11.99
Lineman.....\$ 40.63	13.78
TRAVEL PAY:	

\$30.00 day - From the County Courthouse of the following cities: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell and Missoula

\$60.00 day - All other areas

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

ELECTRICIAN	
Area 1	
Beaverhead, Deer Lodge,	
Granite, Jefferson,	
Madison, Silver Bow and	
Powell Counties.....\$ 27.60	12.98

Area 2		
Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux and Yellowstone Counties.....	\$ 30.73	12.54
Area 3		
Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley and Wheatland Counties.....	\$ 30.73	12.54
Area 4		
Broadwater, Lewis and Clark and Meagher Counties.	\$ 29.06	11.36
Area 5		
Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli and Sanders Counties.....	\$ 27.02	12.59
Area 6		
Gallatin, Park and Sweet Grass Counties.....	\$ 27.68	11.84

TRAVEL PAY:

0 to 10 miles - Free

10-50 miles - Federal mileage both ways/day

Over 50 miles - \$75.00 per day

The Electrician zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job:

Billings, Bozeman, Butte, Great Falls, Kalispell, Missoula

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula, Ravalli and Sanders County.....	\$ 25.90	19.98
Remaining Counties.....	\$ 26.00	19.08

TRAVEL PAY:

0 to 45 miles - Free

45-85 miles - \$45.00 per day

Over 85 miles - \$75.00 per day

The Ironworker zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job:

Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

LABORER

Group 1.....	\$ 18.90	8.05
Group 2.....	\$ 21.97	8.05
Group 3.....	\$ 22.19	8.05
Group 4.....	\$ 23.18	8.05

GROUP 1: Flag Person

GROUP 2: All General Labor work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail;

Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman;

Jackhammer (Pavement Breaker); Laser

Equipment; Non-riding Rollers; Pipelayer; Posthole Digger  
(power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod-  
Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-  
Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per  
hour above Group 4 rate); Rock & Core Drill; Track or Truck  
Mounted Wagon Drill; Welder including Air Arc

LABORERS ZONE PAY:

The hourly wage rates applicable to each project shall be  
determined by measuring the road miles over the shortest  
practical maintained route from the County Court House of the  
following cities only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL,  
MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

The agency shall calculate the mileage and include it in the  
special provisions of the bid documents and awarded contract

PAINTER (Pavement  
Marking/Milling and related  
work. Includes operating  
marking and all other  
equipment and all work  
involved in application of  
pavement markings including  
epoxies, paints, tape,  
buttons, thermo-plastics and  
any other products applied  
for traffic marking purposes  
and for directing and  
regulating traffic and  
cutting rumble strips).....\$ 27.00 9.30

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 24.02	9.90
Group 2.....	\$ 26.05	9.90
Group 3.....	\$ 26.91	9.90



Group 4.....	\$ 27.60	9.90
Group 5.....	\$ 28.94	9.90
Group 6.....	\$ 29.63	9.90
Group 7.....	\$ 31.73	9.90

GROUP 1: Air Compressor; Auto Fine Graders; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front End Loader Under 1 CU Yard; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, All Except Cranes & Shovels; Pumpman

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher;

Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types;

Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel Over 3 CU Yard; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes; Creter; Cranes, Electric Overhead; Cranes 24 Tons and Under; Curb Machine/Slip Form Paver; Finish Dozer; Front End Loader Over 5 CU Yard; Mechanic/Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, Over 6 FT; Scraper, Single, Twin or Pulling Belly Dump; Yo-Yo Cat

GROUP 4: Asphalt/Hot Plant Operator, Cranes, 25 Tons to 44 Tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

GROUP 5: Cranes, 45 Tons To Including 74 Tons

GROUP 6: Cranes, 75 Tons To Including 149 Tons; Crane, Whirley (All)

GROUP 7: Cranes, 150 Tons To Including 250 Tons (Add \$ 1.00  
For Every 100 Tons Over 250 Tons; Crane, Tower (All)

POWER EQUIPMENT OPERATOR ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

TRUCK DRIVER

Group 1.....	\$ 20.39	9.16
Group 2.....	\$ 26.06	9.16

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and Similar Equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/ Tireperson; Truck Mechanic; Trucks With Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

TRUCK DRIVER ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## J-2: Experience Questionnaire

USDA Forest Service		1. Contractor Name, Address, and Telephone Number			
<b><u>EXPERIENCE QUESTIONNAIRE</u></b>					
Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.					
2. Submitted to (Office Name and Address)		3. Business [ ] Company [ ] Co-partnership [ ] Corporation [ ] Individual [ ] Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?					
6. List below the projects your business has completed within the last three years:					
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete
8a. Have you ever failed to complete any work awarded to you? [ ] Yes [ ] No					
8b. Has work ever been completed by performance bond? [ ] Yes [ ] No					
8c. Did you look at the project site(s) on-the-ground? [ ] Yes [ ] No					
8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:					

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_

b. Are employees regularly on your payroll: [ ] Yes [ ] No

c. Specify equipment available for this contract: \_\_\_\_\_

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

**CERTIFICATION**

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE